

**SEVENTH AMENDMENT
TO THE NON-EXCLUSIVE CONCESSION AGREEMENT (LAA -8862)
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND
BOINGO WIRELESS INC.
FOR
WIRELESS FIDELITY (WI-FI) INTERNET ACCESS SERVICE AT LAX**

This Seventh Amendment to the Non-Exclusive Concession Agreement LAA-8862 (this “Seventh Amendment”) is made and entered into this ____ day of _____, 2026 (the “Effective Date”) between the City of Los Angeles, acting by and through its Board of Airport Commissioners (“Board”) of its Department of Airports (“Los Angeles World Airports” or “LAWA”), and BOINGO WIRELESS INC. (“Boingo” or “Concessionaire”).

RECITALS

WHEREAS, on June 4, 2015, the Board approved the award of a seven-year, Non- Exclusive Concession Agreement to Concessionaire to upgrade, manage, and operate the Wi-Fi network at Los Angeles International Airport (“LAX”) for estimated revenue of \$5,900,000 over the term (Contract LAA-8862).

WHEREAS, on April 20, 2017, the Board approved the First Amendment to Concession Agreement LAA-8862 with Concessionaire to reduce the base annual fee by \$400,000 per year and credit Concessionaire \$65,000 for constructing additional wireless access points to support Mobile Passport in the Tom Bradley International Terminal at LAX. (LAA-8862A)

WHEREAS, on May 21, 2020, due to a decline in revenue resulting from COVID-19 travel restrictions, the Board approved the Second Amendment to Concession Agreement LAA-8862 with Concessionaire including revised payment terms allowing Concessionaire to pay Los Angeles World Airports (LAWA) monthly payments of fifty percent (50%) of gross revenue for April, May, and June 2020 instead of the Base Annual Fee. (LAA-8862B)

WHEREAS, on March 4, 2021, due to a decline in revenue resulting from COVID-19 travel restrictions, the Board approved the Third Amendment to Concession Agreement LAA-8862 with Concessionaire including revised payment terms allowing Concessionaire to pay the lower of 40 percent of gross revenues or 1/12th of the Base Annual Fee for the rent relief period ending June 30, 2021. (LAA-8862C)

WHEREAS, on June 2, 2022, the Board approved the Fourth Amendment to Concession Agreement LAA-8862 with Concessionaire to extend the term until December 31, 2023. (LAA-8862D)

WHEREAS, on December 7, 2023, the Board approved the Fifth Amendment to Concession

Agreement LAA-8862 with Concessionaire to extend the term until June 30, 2025. (LAA- 8862E)

WHEREAS, on June 5, 2025, the Board approved the Sixth Amendment to Concession Agreement LAA-8862 with Concessionaire to revise the Termination Date to June 30, 2026, clarify LAWA's right to unilaterally terminate on 6 months' notice, and to add the Mandatory Federal Terms required by the Federal Aviation Administration (FAA). (LAA-8862(F)).

WHEREAS, the Parties now would like to (i) extend the term of Agreement LAA-8862 one year to June 30, 2027, with Boingo to provide an on-site quality assurance field engineering resource and 24 hours a day, 7 days a week remote NOC monitoring at the cost of \$350,000, to be deducted from Boingo's annual Contingent Fee Payment to LAWA; and (ii) provide LAWA with two one year options to extend on the same terms.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, **IT IS MUTUALLY AGREED** as follows.

AMENDMENTS

Section 1. Section 2.2 Termination Date is hereby deleted in its entirety and replaced with the following:

2.2 **Termination Date.** The Termination Date of the Agreement is June 30, 2027, subject however, to earlier termination as provided elsewhere in this Agreement, or extension pursuant to LAWA's exercise of its options to extend set forth below.

2.2.1 LAWA Options to Extend for One Year. LAWA shall have two (2) unilateral options to extend the Agreement on the same terms for an additional year (Option One to June 30, 2028, and Option Two to June 30, 2029), each to be exercised by LAWA in writing prior to expiration of the current term.

Section 2. Section 3.0 Services is amended to add the following new Section 3.10:

3.10 **On- Site Quality Assurance Field Engineering Resource.** Concessionaire shall provide an on-site quality assurance field engineering resource per the scope described in Attachment A hereto, and 24 hours a day, 7 days a week remote NOC monitoring at the cost of \$350,000 to be deducted from the Annual Contingent Fee Concessionaire pays to LAWA.

Section 3. Section 5.2 Annual Contingent Fee shall be amended to add the following sentence:

Concessionaire may deduct from its Annual Contingent Fee \$350,000 to provide the On-Site Quality Assurance Field Engineering and remote NOC monitoring resources as set forth in Section 3.10.

Section 4. Except as amended or modified by this Seventh Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Seventh Amendment. If there is any conflict between the provisions of this Seventh Amendment and the provisions of the Agreement, the provisions of this Seventh Amendment shall prevail. Whether or not specifically amended by this Seventh Amendment, all terms and provisions of the Agreement are amended to the extent necessary to give effect to the purpose and intent of this Seventh Amendment.

Section 5. No Third-Party Beneficiaries. No provisions of the Agreement or this Seventh Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This Seventh Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 6. Governing Law; Interpretation. This Seventh Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement and this Seventh Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Seventh Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this Seventh Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this Seventh Amendment shall not be affected thereby, and each provision of this Seventh Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

Section 7. Counterparts. This Seventh Amendment and any other document necessary for the consummation of the transaction contemplated by this Seventh Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Seventh Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Seventh Amendment had been delivered that had been signed using a handwritten signature. All parties to this Seventh Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Seventh Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Seventh Amendment based on the foregoing forms of signature. If this Seventh Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both

E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, City has caused this Seventh Amendment to be executed on its behalf by the Chief Executive Officer and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first written above.

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO,
City Attorney

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By: _____
Deputy City Attorney

By: _____
Chief Executive Officer
Department of Airports

Date: _____

By: _____
Chief Financial Officer
Department of Airports

ATTEST:

By: _____
DocuSigned by:
Peter Hovenier
BED1FA62949C421...
Secretary (Signature)

Peter Hovenier
Print Name

By: _____
DocuSigned by:
Mike Finley
63CE3D74C1094B2...
Signature CEO

Mike Finley
Print Name

[SEAL]

APPROVED AS TO FORM:

By _____

Print Name

ATTACHMENT A



Scope of Work Detail

1. Monitoring & Integration of LAWA-Managed Wi-Fi with Boingo NOC

Boingo will integrate the LAWA-managed Wi-Fi environment with the Boingo Network Operations Center (NOC) to enable monitoring, visibility, and alerting.

Included Activities

- Design and deployment of secure remote access to LAWA-managed wireless infrastructure (e.g., VPN / firewall)
- Configuration of management tunnels to enable monitoring and alerting
- Integration of LAWA-managed infrastructure into Boingo monitoring tools
- Approximately 80 hours for initial stand-up, subject to final requirements and access dependencies

Assumptions & Constraints

- Final scope is dependent on LAWA-provided access

Exclusions

- Configuration changes on LAWA-managed equipment
- Custom reporting or analytics beyond standard monitoring

2. Full-Time Field Engineering / Quality Assurance (QA) Resource

Boingo will provide at least one (1) dedicated, full-time Field Engineering (FE) / Quality Assurance (QA) resource on-site at LAX during standard daytime business hours. This resource functions as both a Boingo resource and a technical extension of the LAWA IT department, focused on maintaining optimal network performance, executing quality assurance validation, and providing hands-on troubleshooting support for both LAWA-managed and Boingo managed infrastructure assets. This resource utilizes operational time, specialized diagnostic tools, and on-site engineering expertise to maximize existing infrastructure capability without requiring additional capital expenditure.

Included Activities

- **Break-Fix & Troubleshooting Support:** Provide hands-on technical assistance to LAWA IT during standard business hours to isolate, diagnose, and resolve network performance and hardware anomalies
- **Ekahau RF Site Surveys & Analysis:** Utilize Ekahau toolsets to perform ongoing physical RF site surveys, mapping signal strength, Signal-to-Noise Ratio (SNR), coverage gaps, and channel interference across the coverage area.
- **Wi-Fi Throughput & Speed Testing:** Conduct routine localized Wi-Fi speed testing to validate real-world user experience and backhaul performance.
- **Routine QA Inspections & Performance Validations:** Execute continuous network health validation against established baselines, generating formalized QA Reports documenting RF health, performance metrics, and anomalous findings.
- **Incident Triage & Escalation Management:** Observe, document, and validate network incidents on-site to accelerate root-cause analysis and mean time to resolve (MTTR).
- **Boingo Engineering Liaison & Optimization:** Collaborate directly with Boingo Solution Design Engineers to translate QA survey findings, Ekahau data, and



localized constraints into actionable network optimization recommendations. Provide technical design review and recommendations for LAWA Terminal Wi-Fi projects.

- **Change Verification:** Perform post-maintenance validation and testing to verify that network upgrades, modifications, and configuration changes meet performance criteria.
- **LAWA IT Operational Alignment:** Participate in recurring, standard technical review meetings with the LAWA IT team to share data findings, review outstanding issues, and coordinate upcoming operational tasks.

Deliverables

- **Ekahau RF Survey Heatmaps:** Periodically updated heatmaps documenting signal strength, coverage boundaries, and co-channel/adjacent-channel interference.
- **Wi-Fi Performance & Speed Test Logs:** Documented metrics capturing download/upload throughput throughout the coverage area.
- **Formal QA & Network Health Reports:** Structured summaries of routine validation findings, localized performance degradation, and technical recommendations.
- **Technical Recommendation Briefs:** Compiled optimization, tuning, and infill briefs developed in conjunction with Boingo Solution Design Engineers.

Assumptions & Constraints

- **Operational Window:** The resource operates exclusively during standard daytime business hours and does not replace or duplicate 24/7 Network Operations Center (NOC) monitoring or Boingo managed infrastructure SLAs.
- **Capital Limitations:** Scope is limited to operational hours, engineering time, tool utilization, and on-site technical coordination. This engagement does not include or imply any additional capital expenditure or hardware procurement by Boingo.
- **Network Engineering:** Scope is strictly constrained to monitoring, QA, validation, and localized troubleshooting support of public facing Wi-Fi network, not DAS/Cellular Services. Final network architecture redesigns, engineering drawings, and physical implementation of recommendations remain within LAWA's scope of responsibility.

Exclusions

- 24/7 or after-hours on-site engineering coverage.
- Engineering, design, or execution of major network redesigns or construction activities or replacement of end of life equipment.
- Operational ownership, management, or design responsibilities over LAWA Managed Assets like the Automated People Mover (APM) systems, outside of standard Wi-Fi network monitoring and QA validation.